RECORDING REQUESTED

BY:

Department of Toxic Substances Control and The Boeing Company 5800 Woolsey Canyon Road Canoga Park, California 91304-1148

WHEN RECORDED, MAIL

TO:

Department of Toxic Substances Control 8810 Cal Center Drive Sacramento, California 95826 Attention: Mindy Mathias, Unit Chief Santa Susana Field Laboratory Unit Electronically Recorded in Official Records County of Ventura County Mark A. Lunn Ventura County Clerk-Recorder

DOC# 2022000092652

09/13/2022

Titles: 1 Pages: 41

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Total Fees: \$219.00

VARELG

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Ventura, Assessor Parcel Number(s): 685-0-051-100, 685-0-051-110, 685-0-051-120, 685-0-051-150, 685-0-051-180, 685-0-051-200, 685-0-060-135, 685-0-060-145, 685-0-060-295, 685-0-060-305, 685-0-130-145, 685-0-140-050, 685-0-140-340, 685-0-140-395, 685-0-140-405

Santa Susana Field Laboratory DTSC Site Code 300232

This Land Use Covenant and Agreement ("Covenant") is made by and between The Boeing Company (the "Covenantor") and the Department of Toxic Substances Control (the "Department") with respect to the property currently owned by Covenantor and located at 5800 Woolsey Canyon Road, in the County of Ventura, State of California, totaling approximately 2,400 acres and more particularly described in paragraph 1.1 below (the "Property").

Pursuant to Civil Code section 1471, the Department has determined that this

Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of hazardous materials, as defined in Health and Safety Code section 25260, in the groundwater under the Property. The Covenantor and the Department hereby agree that, pursuant to Civil Code section 1471 and Section 4.d.4 of that certain Settlement Agreement between the Covenantor and the Department dated May 9, 2022, effective August 12, 2022 (the "Settlement Agreement"), the use of the groundwater at the Property shall be restricted as set forth in this Covenant.

ARTICLE I STATEMENT OF FACTS

- 1.1. <u>The Property</u>. The Property that is subject to this Covenant is more particularly described in the attached Exhibit A, "Legal Description", and is generally depicted in attached Exhibit B, "Parcel Map Waiver No. PL 17-0151," and Exhibit C. The Property is also identified by the County of Ventura Assessor Parcel Numbers set forth above.
- 1.2. Property Location. The Property is a large portion of the former Santa Susana Field Laboratory ("SSFL") site, which is located approximately 29 miles northwest of downtown Los Angeles, California, in the southeast corner of Ventura County. Part of SSFL is owned by Boeing and the remainder is owned by the federal government (administered by the National Aeronautics and Space Administration). The former SSFL has been divided into administrative Areas I through IV, and two undeveloped areas known as the Northern Undeveloped Land (also referred to as the Northern Buffer Zone) (the "NUL") and the Southern Undeveloped Land (also referred to as the Southern Buffer Zone) (the "SUL"). The Property covered by this Covenant is the entire Boeing-owned portion of SSFL, which consists of most of Area I, all of Areas III and IV, and all of the NUL and the SUL. The Property does <u>not</u> include (and this Covenant does <u>not</u> cover) the portion of SSFL owned by the federal government, which consists of Area II (approximately 400 acres) and approximately 40 acres of Area I.

- 1.3 Investigation and Remediation Activities. The Property has been investigated by the Covenanter and the Department of Energy ("DOE")1 under the Department's oversight. That investigation found that hazardous materials, including volatile organic compounds, semi-volatile organic compounds, petroleum hydrocarbons, metals, perchlorate and other inorganic compounds, polychlorinated biphenyls, dioxins and furans, and pesticides and herbicides, as well as energetics and radionuclides, are located in the groundwater at the Property at levels above drinking water standards and are unacceptable for unrestricted use. In connection with such investigation, the Department approved (i) a Final Groundwater Resource Conservation and Recovery Act ("RCRA") Facility Investigation Report for the groundwater located in Areas I, III, and the SUL; (ii) a Final RCRA Facility Investigation Data Summary and Findings Report for a portion of the groundwater located in Area IV, and (iii) a Final RCRA Facility Groundwater Remedial Investigation Report for the remaining portion of Area IV and the NUL (collectively, the "Groundwater Reports"). The Groundwater Reports were developed and approved in accordance with Health and Safety Code, division 20, chapter 6.5. In response to the Groundwater Reports, the Covenantor has commenced and continues to pursue groundwater remediation activities at the Property, including a groundwater interim measure where groundwater is extracted, treated, and reinjected into the aguifer; and both the Covenantor and the Department anticipates that additional groundwater studies and groundwater treatment and remediation activities will occur at SSFL for an indeterminate amount of time (collectively, the "Groundwater Remediation" Activities"). The Covenantor and/or other parties, including NASA and DOE, are also conducting other investigation, monitoring, and remediation activities relating to other contamination at SSFL, and that such activities (collectively, the "Other Remediation Activities" and, together with the Groundwater Remediation Activities, the "Remediation Activities") will occur at SSFL for an indeterminate amount of time.
- 1.3. <u>Basis for Environmental Restrictions</u>. As a result of the presence of the above-described hazardous materials (as defined in Health and Safety Code section

¹ DOE is responsible to remediate soil contamination and areas of groundwater remediation in Area IV and the NUL pursuant to a 2007 Consent Order between the Department, DOE, Boeing and NASA, and a 2010 Administrative Order on Consent between the Department and DOE. NASA is responsible for soil and groundwater contamination in Area IV and the portion of Area I owned by the United States government pursuant to a 2007 Consent Order between the Department, DOE, Boeing and NASA, and a 2010 Administrative Order on Consent between the Department and NASA.

25260) at the Property, the Department has concluded, as set forth in the recitals above, that it is reasonably necessary to restrict the use of the groundwater at the Property in order to protect present or future human health or safety or the environment, and the Covenantor and the Department are entering into this Covenant pursuant to Civil Code section 1471 and Section 4.d.4 of the Settlement Agreement.

ARTICLE II

DEFINITIONS

- 2.1. <u>Department</u>. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.
- 2.2. <u>Environmental Restrictions</u>. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.
- 2.3. <u>Improvements</u>. "Improvements" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.
- 2.4. <u>Lease</u>. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.
- 2.5. Occupant. "Occupant" or "Occupants" means Owner and any person or entity entitled by ownership, leasehold, easement or other legal relationship to the right to use or occupy any portion of the Property.
- 2.6. Owner. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of and is enforceable by the Department only; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

- 3.2. <u>Binding upon Owners/Occupants</u>. This Covenant binds all Owners and Occupants of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy (and such Owners and Occupants shall continue to be liable for its violation of, or non-compliance with, the Environmental Restrictions of this Covenant occurring during their respective periods of ownership or occupancy). The Covenantor reserves to itself, and to its representatives, designees, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property, that are not expressly prohibited or limited by this Covenant.
- 3.3. <u>Incorporation into Deeds and Leases</u>. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.
- 3.4. Conveyance of Property. Each Owner shall notify the Department not later than 30 calendar days prior to its intended conveyance of the Property (excluding leases, mortgages, liens, and other non-possessory encumbrances). Such notice shall include the name and mailing address of the proposed new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Numbers noted on page one (or, if less than all of the Property has been conveyed, the applicable Assessor's Parcel Number(s) or, if the portion of the Property conveyed has been assigned a different Assessor Parcel Number(s), each such Assessor Parcel Number that covers the portion of the Property conveyed must be provided). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance of all or any part of the Property, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for itself and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs incurred to administer, implement, and enforce this Covenant.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

- 4.1 <u>Prohibited Groundwater Use</u>. Extraction or removal of groundwater at or from the Property for human consumption or domestic uses shall not be permitted or conducted without prior written approval by the Department. The Department acknowledges and agrees that the Groundwater Remediation Activities, and application of treated groundwater for dust suppression and irrigation, restoration or other purposes as allowed by Los Angeles Regional Water Quality Control Board or the Department do not violate the foregoing prohibition.
- 4.2. Existing Rights Holders. Notwithstanding anything in this Covenant to the contrary, none of the Environmental Restrictions are intended to impact the rights and obligations of any persons or entities with ownership, occupancy, or use interests in the Property or any portion thereof existing prior to the date of this Covenant, including, without limitation, under any leases, licenses, easements, or other agreements, or pursuant to any mortgages, liens, deeds of trust, encumbrances, encroachments, or other interests in the Property (each, an "Existing Rights Holder"). The Covenantor represents to the Department, that the Covenantor is unaware of any Existing Rights Holder that is entitled to use groundwater at the Property for any purpose.
- 4.3. Access for Department. Subject to Owner's normal safety security procedures at the Property, Owner shall provide the Department and its representatives a reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.
- 4.4. <u>Access for Implementing Operation, Maintenance and Monitoring</u>. The entity or person responsible for implementing Department approved operation,

maintenance and monitoring activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation, maintenance and monitoring activities until the Department determines that no further operation and maintenance activity is required.

- Inspection and Reporting Requirements. The Owner shall conduct (or 4.5. cause to be conducted) an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by September 12 of each year, beginning in 2023. The annual inspection report shall be generally in the form attached hereto as Exhibit D, and shall include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation of this Covenant is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.
- 4.6. <u>Five-Year Review</u>. In addition to the annual reviews noted above, after a period of five (5) years from the implementation of any Department approved groundwater remedy until a permanent remedy is implemented, Owner shall submit a Five-Year Review report documenting its review of the Department approved remedy and any additional Department approved remedies implemented after the signing of this Covenant to determine if human health and the environment are being adequately protected from groundwater contamination. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of any Department approved remedy and any additional remedies in protecting human health and the environment from groundwater

contamination. As a result of any five-year review of work performed pursuant to this provision, DTSC may require Owner to perform additional review work or modify the work previously performed by Owner.

ARTICLE V

ENFORCEMENT

5.1. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including submission of any false statement) a required record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI

VARIANCE, REMOVAL AND TERM

- 6.1. <u>Variance from Environmental Restrictions</u>. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.
- 6.2 <u>Removal of Environmental Restrictions</u>. Any persons or entities with ownership, occupancy, or use interests in the Property or any portion thereof may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.
- 6.3 <u>Term</u>. Unless ended in accordance with paragraph 6.2 above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.1. No Dedication or Public Access Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any

purpose whatsoever. Nothing contained in this Covenant shall be construed as granting, permitting, or affording the public access to any portion of the Property.

- 7.2. <u>Recordation</u>. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Ventura within 10 calendar days of the Covenantor's receipt of a fully executed original.
- 7.3. Notices. Whenever any person gives or serves any notice ("notice" as used herein includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To the Owner:

The Boeing Company
5800 Woolsey Canyon Road

MC T-487

Canoga Park, California 91304-1148

Attention: Michael Bower

and

To the Department:

Mindy Mathias

SSFL Unit Chief

Department of Toxic Substances Control

8800 Cal Center Drive

Sacramento, CA 95826-2300

Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.4. <u>Partial Invalidity</u>. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

- 7.5. <u>Statutory References</u>. All statutory or regulatory references include successor provisions.
- 7.6. <u>Incorporation of Exhibits</u>. All exhibits and attachments to this Covenant are incorporated herein by reference.
- 7.7 <u>Counterparts</u>. This Land Use Covenant and Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

By:
Scott Rightnowar
Title:
Authorized Signatory

Date:

9/9/2/202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this _____ day of _____ in the year 2022 before me, the undersigned notary public, personally appeared Scott Rightnowar known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public

HOLLY B. KARSTETER My Commission Expires April 5, 2023 St. Louis County Commission #15168840

Department of	f Toxic Substances Control:	
Ву:	Do Recher	
	Steven Becker	
Title:	Project Coordinator	
Date:	September 9, 2027	
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	PENALTY OF PERJURY under the laws of the State of California that the agraph is true and correct.)
WITNESS my	hand and official seal, MELVIN MARIO COMM. # 2360760 NOTARY PUBLIC **CALEFORNIA** SACRAMENTO COUNTY SACRAMENTO COUNTY COMM. Exp. JULY 6, 2025	
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Signature of N	IOTARY PUNIC	

EXHIBIT "A"

PARCEL MAP WAIVER NO. PL 17-0151 (VOLUNTARY LOT MERGER)

LEGAL DESCRIPTION

LOT 1:

That portion of Tract "P" of the Rancho Simi, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 7 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the northeasterly corner of said Tract "P", said corner being on the easterly boundary of said County of Ventura; thence along said easterly boundary, being the easterly line of said Tract "P", South 00°09′54" East 1976.39 feet, more or less, to an angle point therein; thence South 00°19′24" West 250.14 feet; thence leaving said easterly line, South 77°11′24" West 4900.23 feet; thence South 86°01′08" West 2211.33 feet; thence South 84°53′26" West 3271.85 feet; thence North 72°29′01" West 3171.84 feet, more or less, to the westerly line of the land described in Deed recorded July 30, 1964, in Book 2593, Page 290 of Official Records; thence along said line, North 27°55′20" West 3224.56 feet, more or less, to a brass cap monument at an angle point in the northerly boundary of said Tract "P" of Rancho Simi, shown as Station "P" on Map of Agoure Ranch recorded in Book 2, Page 16 1/2 of Records of Survey, in the Office of the County Recorder of said County; thence along said northerly boundary, South 89°45′13" East 14,794.46 feet, more or less, to the Point of Beginning.

Together with:

A portion of Tract "A" of the Rancho Simi, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 7 of Maps, in the Office of the County Recorder of said County, shown as Parcel 3 on the Lot Line Adjustment No. 877, recorded January 15, 1998, as Document No. 98-005877 of Official Records, in the Office of the County Recorder of said County.

Together with:

A portion of Tract "A" of the Rancho Simi, as shown on Map of Lands Belonging to Simi Land and Water Company, in the County of Ventura, State of California, and recorded in the Office of the County Recorder of said County, in Book 3, Page 7 of Maps, described as follows:

Beginning at a point in the east line of said Tract "A", distant northerly thereon 1850.00 feet from the south line of said Tract; thence along said east line,

1st: North 00°03'35" West 1390.89 feet to a brass cap in concrete set in sandstone ledge as shown on a Licensed Surveyor's Map filed in Book 14, Page 11 of Records of Survey of said County; thence, continuing along said east line,

- 2nd: North 00°10'40" East 482.00 feet to a concrete monument with brass cap shown on said Licensed Surveyor's Map; thence,
- 3rd: North 42°28'05" West 2292.16 feet to a 1-1/2" x 4' iron pipe set in concrete with brass plug marked R.E. 805 and shown on said Licensed Surveyor's Map; thence,
- 4th: South 50°10′55" West 1325.00 feet to a 1-1/2" x 3' iron pipe set in concrete as shown on said Licensed Surveyor's Map; thence,
- 5th: South 89°55'55" West 2712.09 feet to a 1-1/2 inch iron pipe; thence,
- 6th: South 00°10'40" West 1315.69 feet to a 1-1/2" x 3' iron pipe set in concrete with brass plug; thence,
- 7th: South 00°03'35" East 2783.95 feet to a 1-1/2" x 4' iron pipe set in concrete; thence,
- 8th: South 00°08'15" East 468.64 feet, more or less, to a 1-1/2" x 4' iron pipe set in concrete in the south line of said Tract "A"; thence along said south line,
- 9th: North 89°55'55" East 2139.79 feet; thence,
- 10th: Northerly and parallel with the east line of said Tract, 1850.00 feet to a line bearing South 89°55'55" West from the **Point of Beginning**; thence,
- 11th: North 89°55'55" East 3140.21 feet, more or less, to the Point of Beginning.

Together with:

A portion of Tract "A" of the Rancho Simi, in the County of Ventura, State of California, as per Map thereof recorded in the Office of the County Recorder of said County, in Book 3, Page 7 of Maps, described as follows:

Beginning at the common corner of Tracts "A", "B", and "P" as shown on said map; thence along the southwest line of said Tract "A",

- 1st: North 42°20'11" West to a point in a deep gully at the most westerly corner of the land described in Deed to H.W. Silvernale and wife, recorded September 2, 1939, in Book 595, Page 552 of Official Records; thence along the northwest line of said land of Silvernale and wife,
- 2nd: North 55°27'58" East 4506.44 feet to a brass cap in concrete monument in the south line of Section 24, Township 2 North, Range 18 West, Rancho Simi, as shown on Map recorded in Book 3, Page 2 of Maps, said point being distant North 89°41'21" West 14.59 feet from the southeast corner of said Section 24; thence,
- 3rd: South 89°41'21" East 14.59 feet to a brass cap in concrete monument at said southeast corner of Section 24; thence,
- 4th: North 00°18'39" East 563.36 feet to a brass cap in concrete monument in Course No. 15 as described in Deed to Conrad C. Lehman, recorded June 22, 1917, in Book 158, Page 18 of Deeds; thence,

5th: South 47°11'21" East 475.40 feet to a brass cap in concrete monument at the southeasterly extremity of said Course No. 15; thence,

6th: North 77°30'49" East 7132.66 feet, more or less, to a brass cap in concrete monument set in the northerly prolongation of the northerly course of the west line of the land shown on a Map filed in Book 14, Page 11 of Records of Survey of said County; thence to, and along said west line,

7th: South 00°10'40" West 2739.55 feet to a concrete monument; thence,

8th: South 00°03'35" East 2783.95 feet to a concrete monument; thence,

9th: South 00°08'15" East 468.64 feet to a concrete monument set at the southwest corner of the land shown on Licensed Surveyor's Map filed in Book 14, Page 11 of Records of Survey; thence,

10th: South 89°54'20" West 9516.00 feet to the Point of Beginning.

Except that portion of said land as conveyed to the United States of America in Deed recorded December 31, 1958, in Book 1688, Page 212 of Official Records.

Also except that portion of said land shown as Parcel 3 on the Lot Line Adjustment No. 877, recorded January 15, 1998 as Document No. 98-005877 of Official Records, in the Office of the County Recorder of said County.

Together with:

A portion of Tract "A", Rancho Simi, as shown on Map of Lands Belonging to Simi Land and Water Company, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 7 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the east line of said Tract, distant northerly thereon 1000 feet from the southeast corner of said Tract; thence along the east line of said Tract,

1st: North 00°03'35" West 850 feet; thence parallel with the south line of said Tract; thence,

2nd: South 89°55'55" West 3140.21 feet, more or less; thence

3rd: Southerly and parallel with the east line of said Tract, 1850 feet to a point in the south line of said Tract; thence along said south line,

4th: North 89°55'55" East 2140.21 feet, more or less, to a point South 89°55'55" West 1000 feet from the southeast corner of said Tract; thence,

5th: North 00°05'45" West 1000 feet to a 1-1/2 inch iron pipe; thence,

6th: North 89°55'55" East 1000 feet to the Point of Beginning.

Except therefrom that portion of said Tract described in the Deed recorded April 10, 1929, in Book 260, Page 133 of Official Records.

Also except therefrom that a portion of said Tract described in the Deed recorded February 17, 1967, in Book 3106, Page 278 of Official Records.

Together with:

A portion of Tract "A", Rancho Simi, as shown on Map of Lands Belonging to Simi Land and Water Company, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 7 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point 1484 feet West and a point 499 feet North of the southeast corner of said Tract "A"; thence from said Point of Beginning:

1st: South 80° West 65 feet, thence

2nd: North 35° West 40 feet, thence

3rd: North 80° East 65 feet, thence

4th: South 45° East 40 feet to the Point of Beginning.

Together with:

A Portion of Tract "A", Rancho Simi, as shown on Map of Lands Belonging to Simi Land and Water Company, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 7 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point being 1082.43 feet West and at right angles to the easterly line, from a point 130.96 feet North of the southeasterly corner of said Tract "A"; thence from said **Point of Beginning**:

1st: North 43°24' West 70 feet; thence

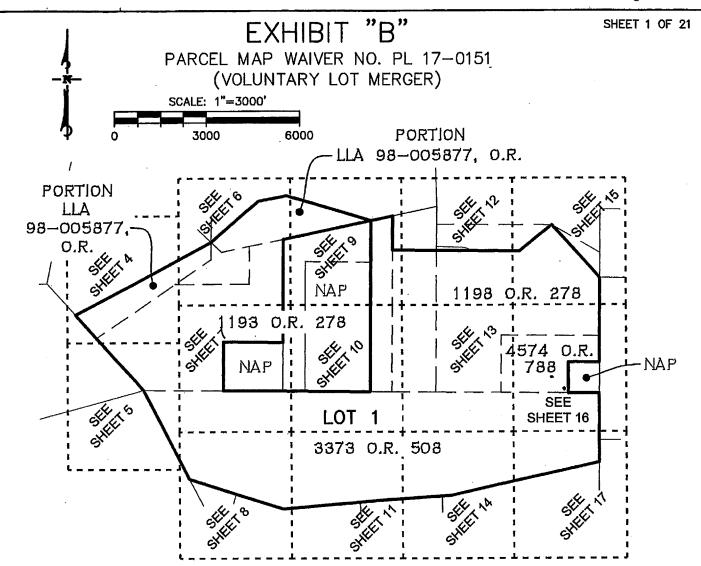
2nd: South 46°36' West 60 feet; thence

3rd: South 43°24 West 70 feet; thence

4th: North 46°36' West 60 feet, to the Point of Beginning.



9/13-2018



RECORD REFERENCES

R1 GRANT DEED, BK 4574, PG 788 O.R. R2 GRANT DEED, BK 3373, PG 508 O.R.

R3 GRANT DEED, 98-027713 O.R.

R4 GRANT DEED, BK 1193, PG 278 O.R. R5 GRANT DEED, BK 1198, PG 278 O.R. R6 PARCEL MAP WAIVER NO. 877, 98—005877 O.R.

R7 GRANT DEED, BK 1688, PG 212 O.R.

R8 RECORD OF SURVEY, BK 59, PAGE 62 R9 RECORD OF SURVEY, BK 47, PAGE 73

R10 GRANT DEED, BK 3106, PG 278 O.R.

R11 GRANT DEED, BK 260, PG 133 O.R.

SURVEYOR'S NOTE/BASIS OF BEARINGS

THE COURSES AND DISTANCES SHOWN HEREON REFLECT RECORD DATA PER THE WRITTEN DEEDS AND RECORD MAPS, AND ARE NOT THE RESULT OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY. THE BASIS OF BEARINGS FOR THIS PARCEL MAP WAIVER IS BASED ON THE SOUTHWEST LINE OF PARCEL 3 OF R6, NORTH 41'46'57" WEST.

SHEET INDEX

SHEET 1 INDEX, SURVEYOR'S NOTES/BASIS OF BEARINGS

SHEET 2 MERGER BOUNDARY

SHEET 3 LINE TABLE

SHEETS 4-17 DETAIL SHEETS

SHEETS 18-21 EASEMENT LIST

LEGEND

BK **BOOK**

CALCULATED FROM CF

LLA LOT LINE ADJUSTMENT

MR MISCELLANEOUS RECORDS

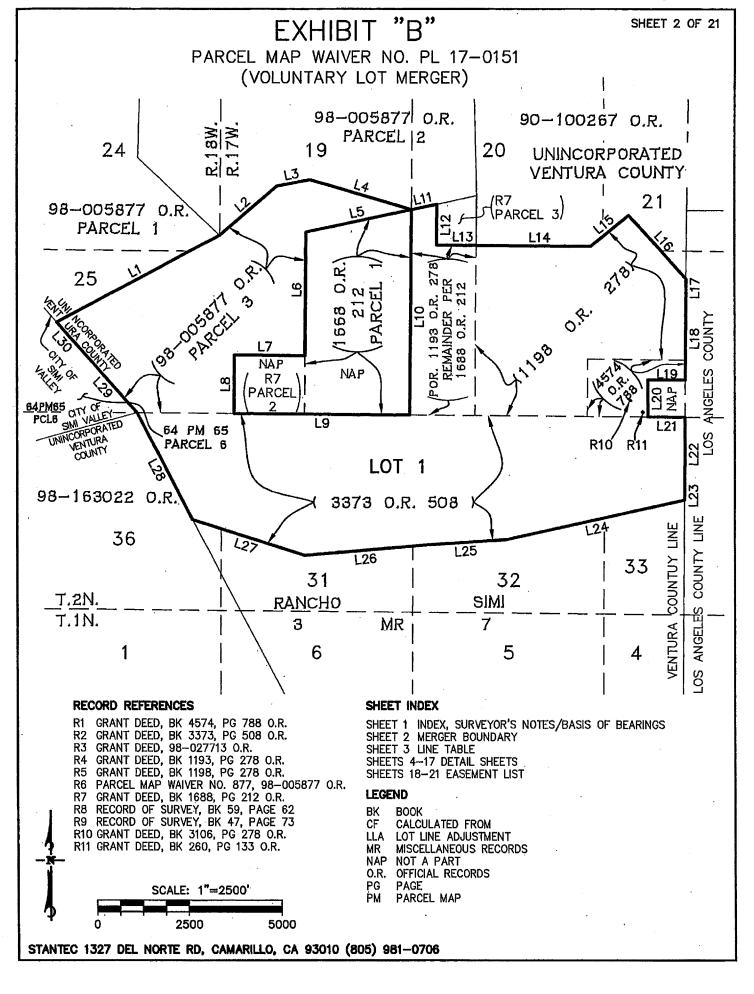
NAP NOT A PART

O.R. OFFICIAL RECORDS

PG PAGE

. PM PARCEL MAP





SHEET 3 OF 21

EXHIBIT "B"

PARCEL MAP WAIVER NO. PL 17-0151 (VOLUNTARY LOT MERGER)

LINE TABLE				
LINE		REFERENCE		REFERENCE
L1	N 62'09'44" E	R8	5004.10'	R8
L2	N 49'14'48" E	R8	2030.12	R8
L3	N 78'53'54" E	R8	903.56'	R8
L4	N 73'44'14" W	R8	2870.50'	R8
L5	N 78'04'01" E	R8&R9	2920.42	CFR8&CFR9
L6	N 00'32'37" E	R8&R9	3326.53	R8&R9
L7	N 89'24'39" W	R8&R9	1900.03	R8&R9
L8	N 00'32'37" E	R8&R9	1573.01	R8&R9
L9	N 89'33'26" W	R8&R9	4752.14	CFR8&CFR9
L10	N 00'32'12" E	R8&R9	5520.59	R8&R9
L11	N 78'04'01" E	R8&R9	715.93'	R8&CFR9
L12	N 00'33'12" E	CFR10	1100.61	R10
L13	N 89'16'08" W	CFR8/R9 &R10	1435.19	CFINVR8/ R9&R10
L14	N 89'33'47" W	R8&R9	2712.45	R8&R9
L15	N 50°41'27" E	R8&R9	1324.65'	R8&R9
L16	N 41'55'38" W	R8&R9	2289.27	R8&R9
L17	N 00'41'18" E	R8&R9	482.06'	R8&R9
L18	N 00°26'25" E	R8&R9	2241.19	R8&R9
L19	N 89'32'44" W	R8&R9	999.72'	R8&R9
L20	N 00°24'41" E	R8&R9	999.95'	R8&R9

LOT 1 AREA =	2,398.99	ACRES
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SHEET 1 INDEX, SURVEYOR'S NOTES/BASIS OF BEARINGS SHEET 2 MERGER BOUNDARY

SHEET 3 LINE TABLE

SHEETS 4-17 DETAIL SHEETS SHEETS 18-21 EASEMENT LIST

LINE TABLE				
LINE	DIRECTION	REFERENCE	LENGTH	REFERENCE
L21	N 89'33'16" W	R8&R9	999.80'	R8&R9
L22	N 00'22'09" E	R8&R9	1976.78	CFR8&CFR9
L23	N 00'34'36" E	R8&R9	250.14'	R8&R9
L24	N 77°22'59" E	R8&R9	4898,05*	R8&R9
L25	N 86'12'46" E	R8&R9	2213.96	R8&R9
L26	N 85°04'55" E	R8&R9	3272.56	R8&R9
·L27	N 7216'15" W	R8&R9	3172.03	R8&R9
L28	N 27'42'17" W	R8&R9	3244.13	R8&R9
L29	N 41'46'57" W	R8&R9	2260.34	R8&R9
L30	N 41'46'57" W	R9	1000.00'	R9

LEGEND

BOOK

CALCULATED FROM CF

INV INVERSE

LOT LINE ADJUSTMENT HA

MR MISCELLANEOUS RECORDS

NOT A PART NAP

O.R. OFFICIAL RECORDS

PG PAGE

PARCEL MAP

RECORD REFERENCES

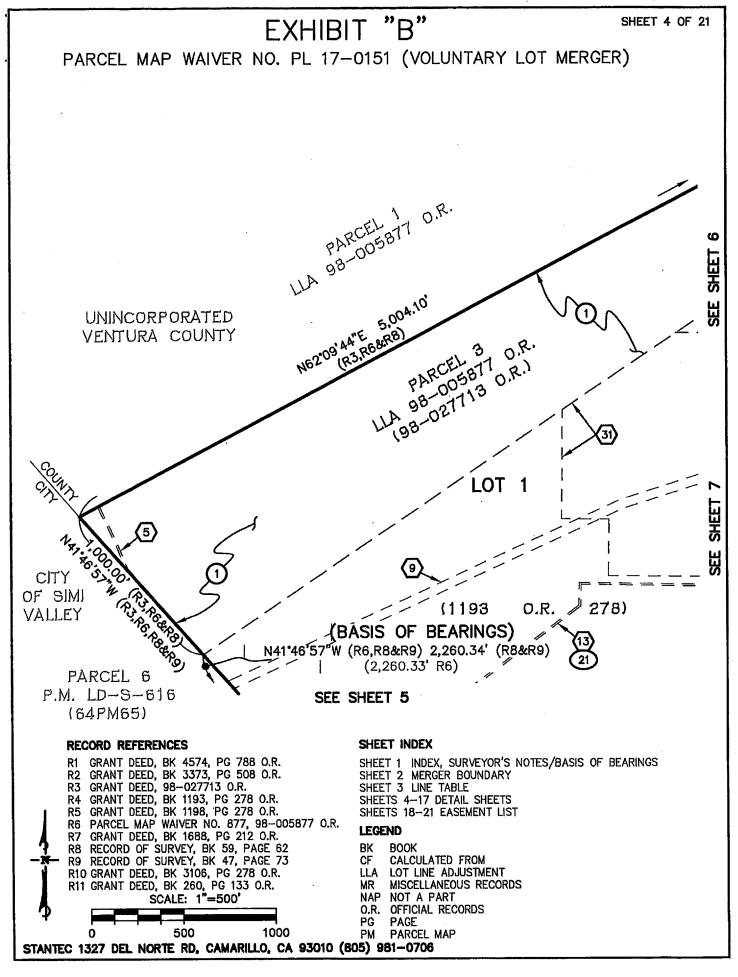
R1 GRANT DEED, BK 4574, PG 788 O.R. R2 GRANT DEED, BK 3373, PG 508 O.R. R3 GRANT DEED, 98-027713 O.R.

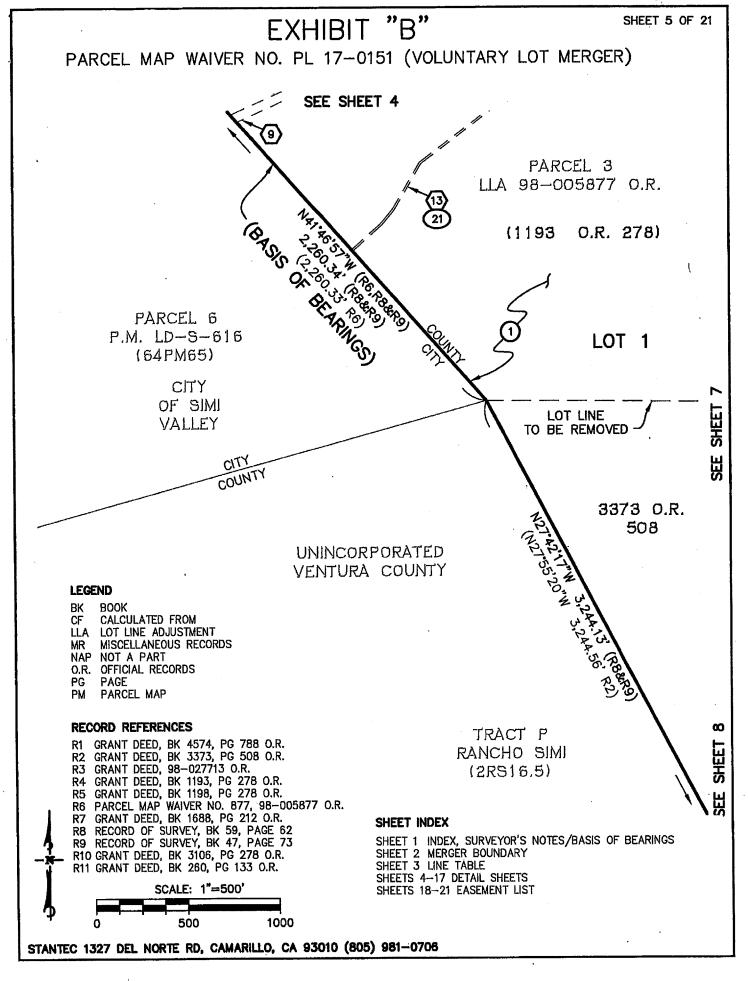
R4 GRANT DEED, BK 1193, PG 278 O.R.

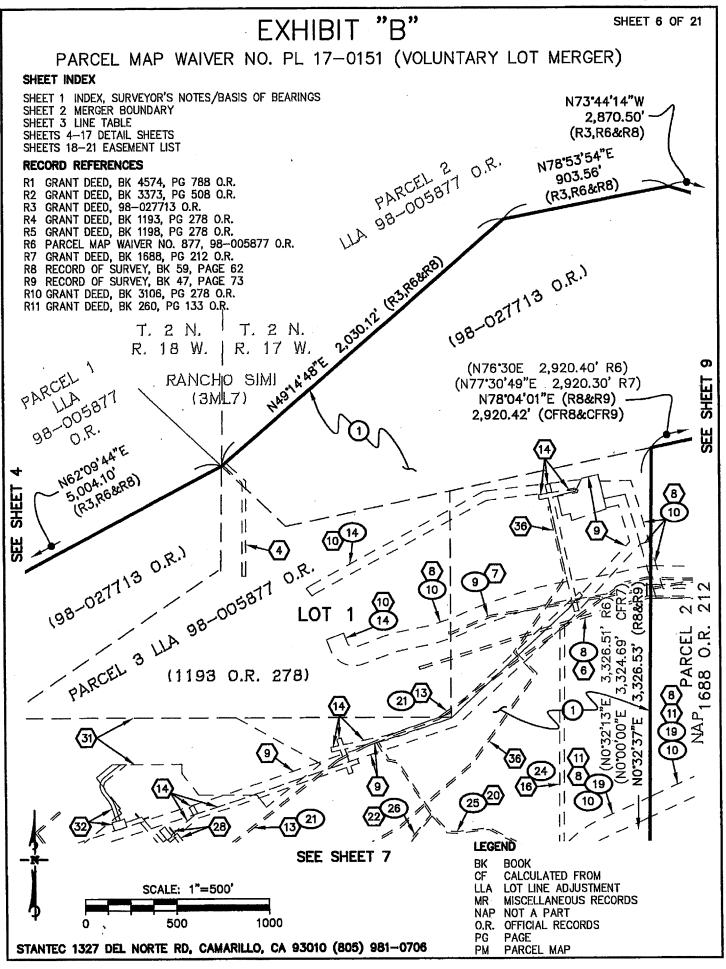
R5 GRANT DEED, BK 1198, PG 278 O.R. R6 PARCEL MAP WAIVER NO. 877, 98-005877 O.R. R7 GRANT DEED, BK 1688, PG 212 O.R.

R8 RECORD OF SURVEY, BK 59, PAGE 62 R9 RECORD OF SURVEY, BK 47, PAGE 73

R10 GRANT DEED, BK 3106, PG 278 O.R. R11 GRANT DEED, BK 260, PG 133 O.R.







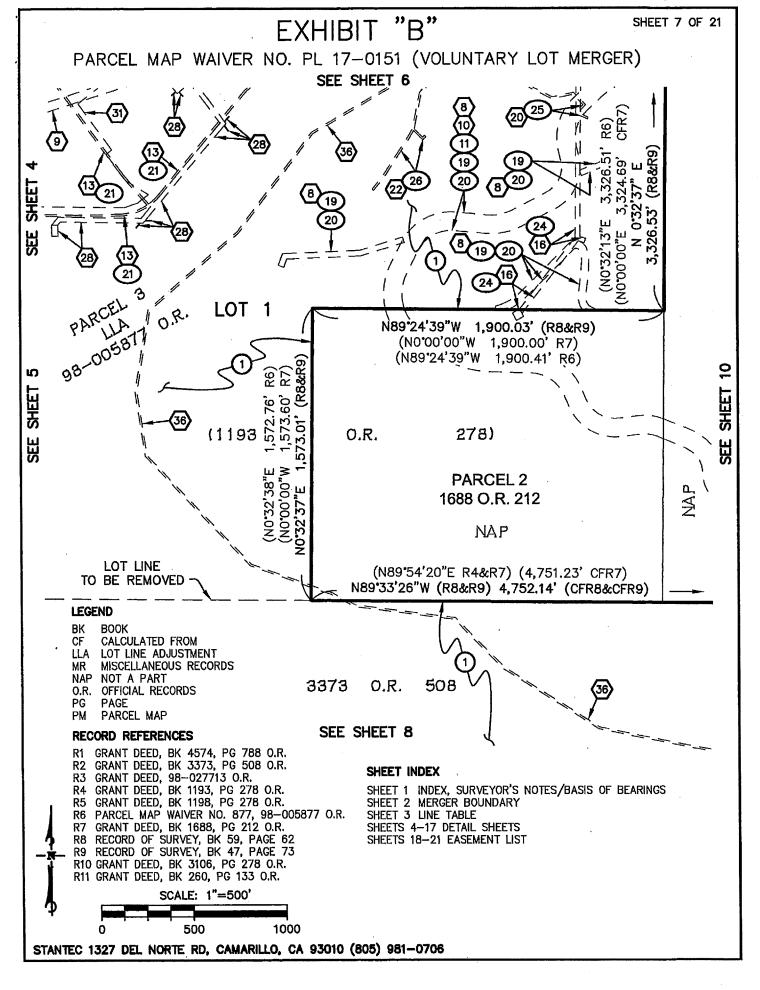
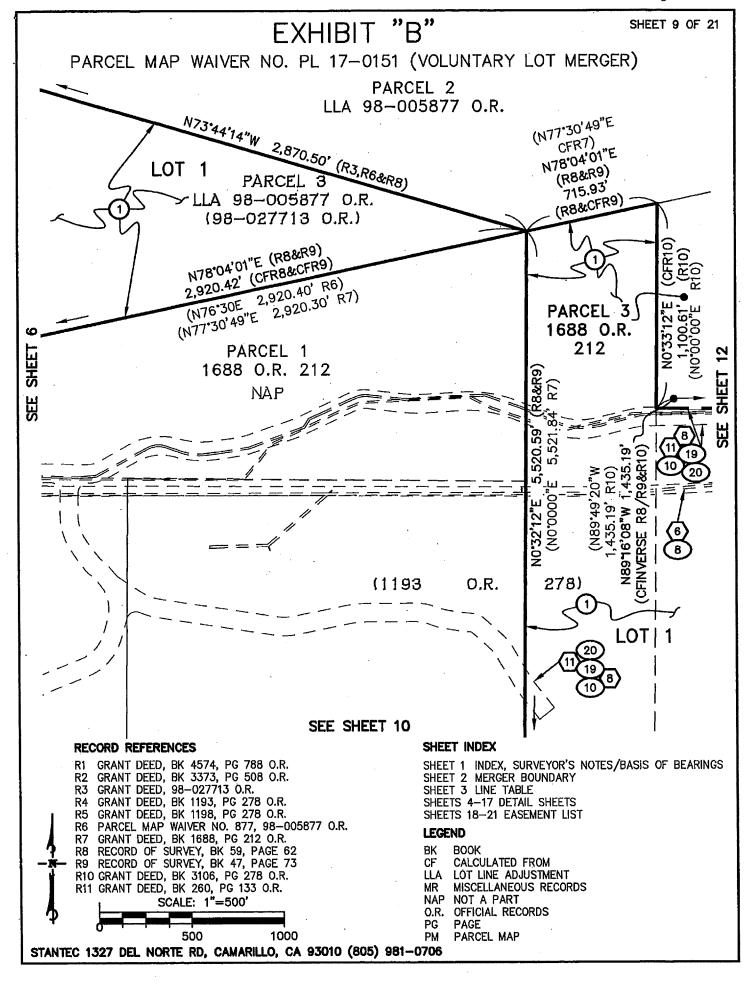
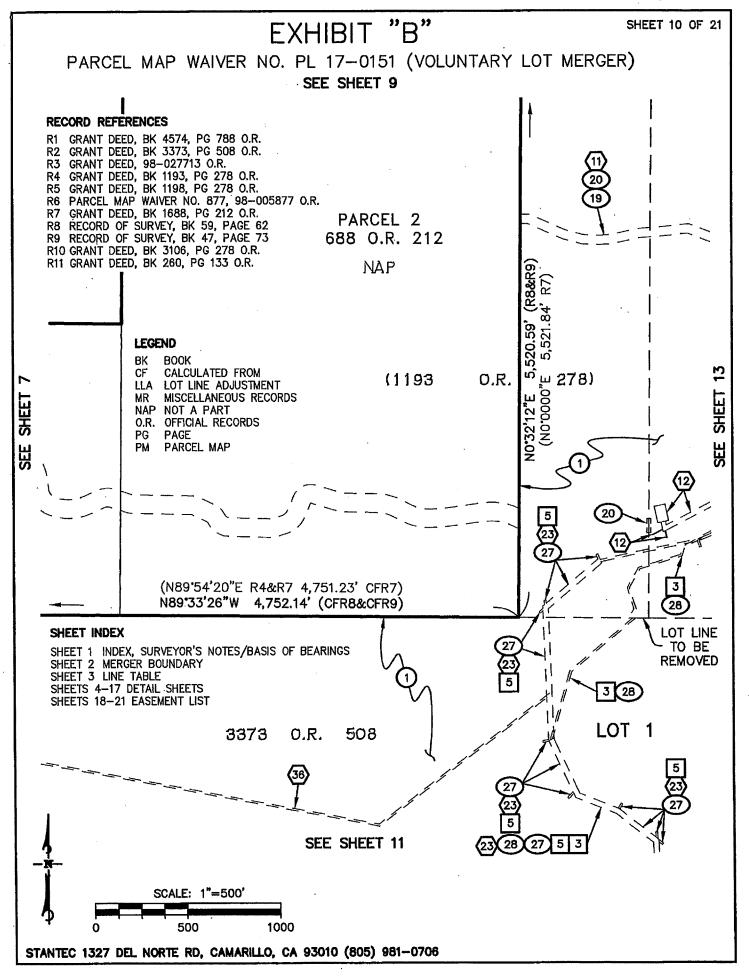
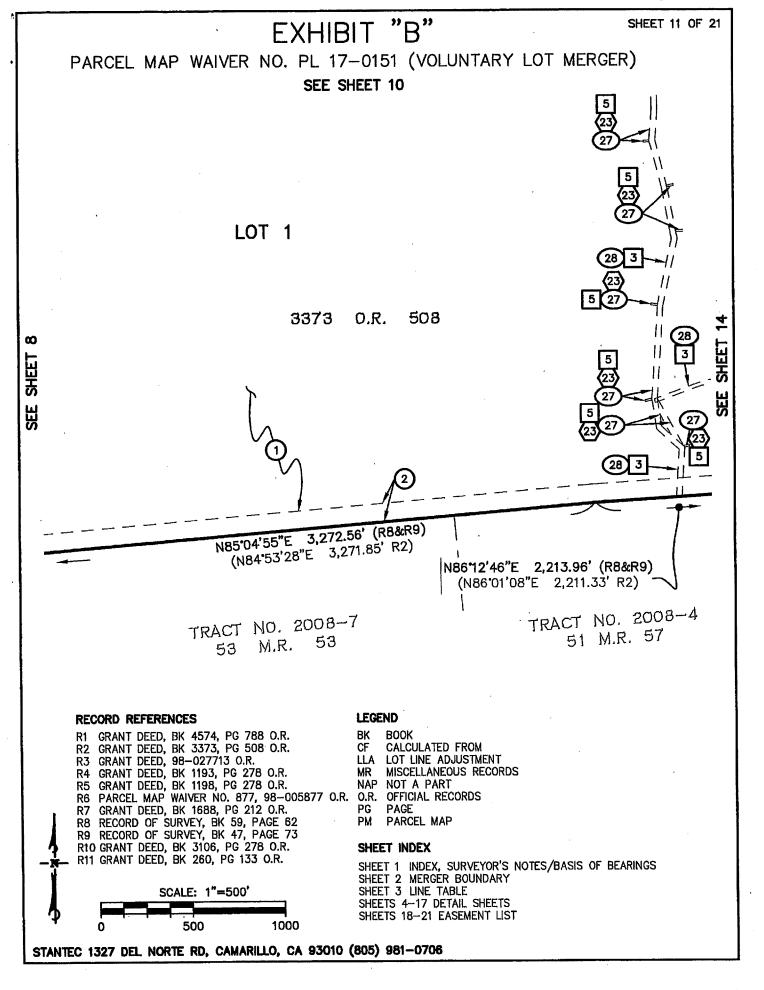
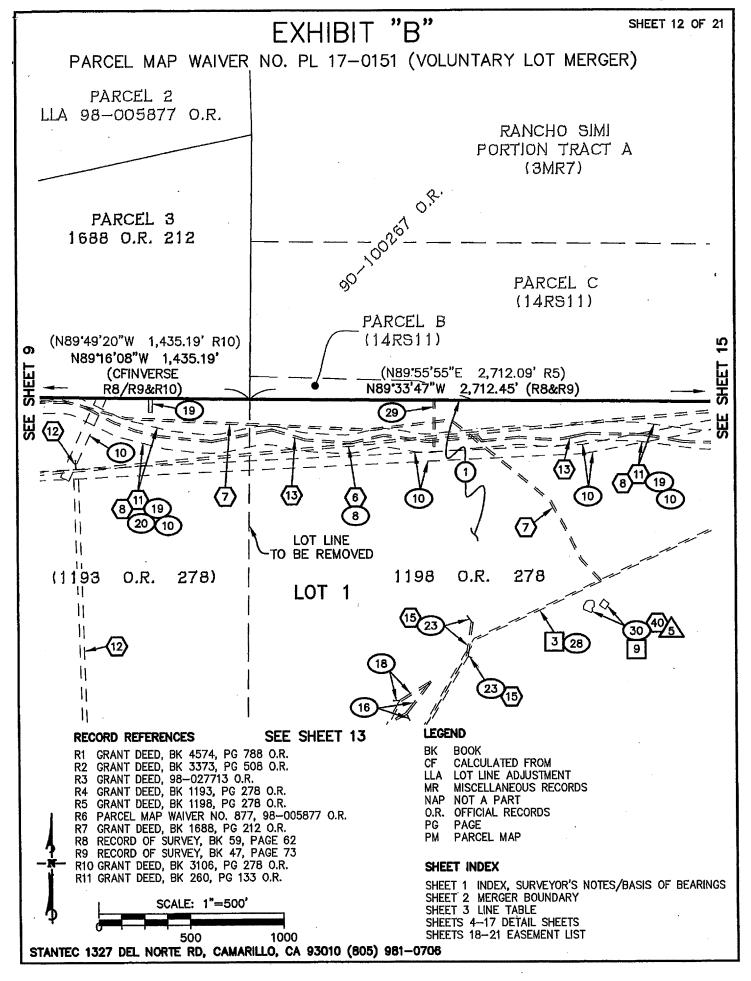


EXHIBIT "B" SHEET 8 OF 21 PARCEL MAP WAIVER NO. PL 17-0151 (VOLUNTARY LOT MERGER) SEE SHEET 7 LOT 1 SEET 3373 O.R. 508 N27'42'17"W 3,244.13' (R8&R9) (N27°55'20"W 3,244.56' R2) TRACT NO. 2008-6 (N72.29'01"W 3,172.03 /3,171.84; R2) TRACT P RANCHO SIMI TRACT No. 2008-7. (2RS16.5) 53 M.R. 53 LEGEND BK BOOK CALCULATED FROM CF N85'04'55"E 3,272.56' (R8&R9) LOT LINE ADJUSTMENT MISCELLANEOUS RECORDS (N84°53'28"E 3,271.85' R2) MR NAP NOT A PART O.R. OFFICIAL RECORDS PG PAGE PARCEL MAP **RECORD REFERENCES** SHEET INDEX R1 GRANT DEED, BK 4574, PG 788 O.R. R2 GRANT DEED, BK 3373, PG 508 O.R. SHEET 1 INDEX, SURVEYOR'S NOTES/BASIS OF BEARINGS SHEET 2 MERGER BOUNDARY R3 GRANT DEED, 98-027713 O.R. SHEET 3 LINE TABLE R4 GRANT DEED, BK 1193, PG 278 O.R. R5 GRANT DEED, BK 1198, PG 278 O.R. SHEETS 4-17 DETAIL SHEETS R6 PARCEL MAP WAIVER NO. 877, 98-005877 O.R. SHEETS 18-21 EASEMENT LIST GRANT DEED, BK 1688, PG 212 O.R. R8 RECORD OF SURVEY, BK 59, PAGE 62 R9 RECORD OF SURVEY, BK 47, PAGE 73 R10 GRANT DEED, BK 3106, PG 278 O.R. R11 GRANT DEED, BK 260, PG 133 O.R. SCALE: 1"=500' 500 1000 STANTEC 1327 DEL NORTE RD, CAMARILLO, CA 93010 (805) 981-0706









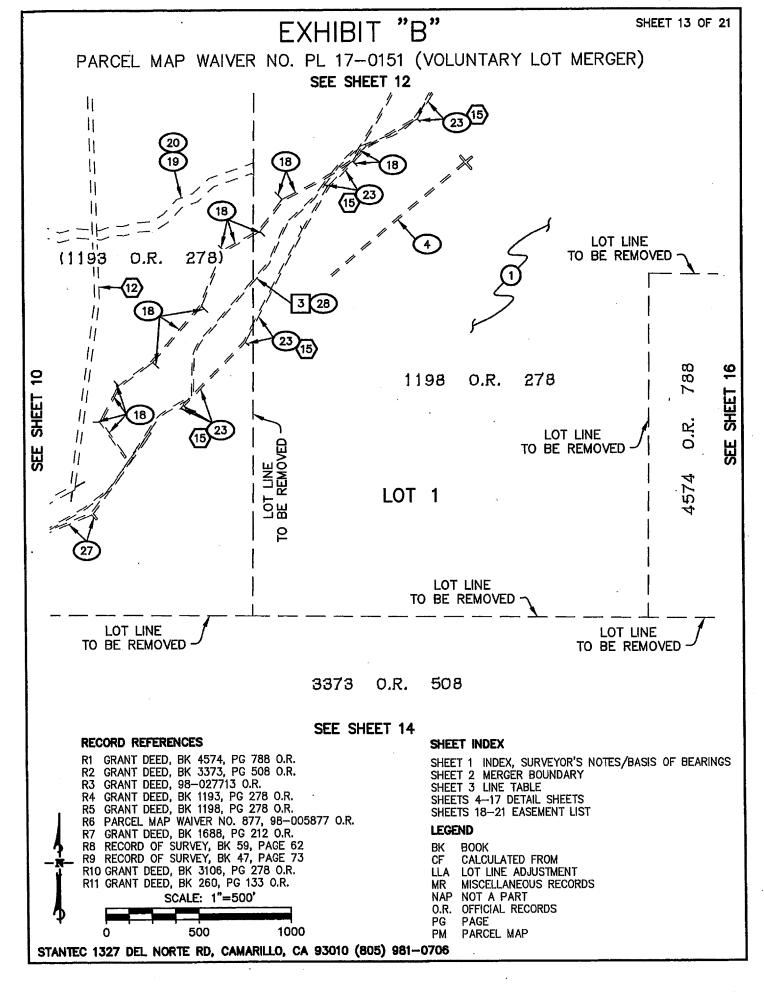
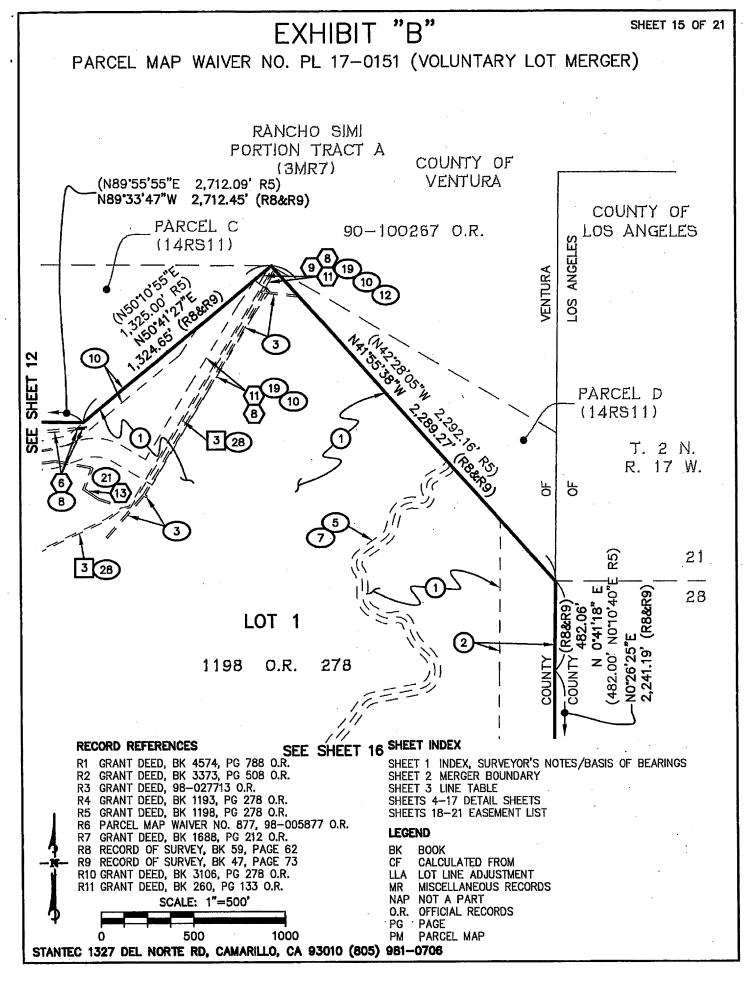
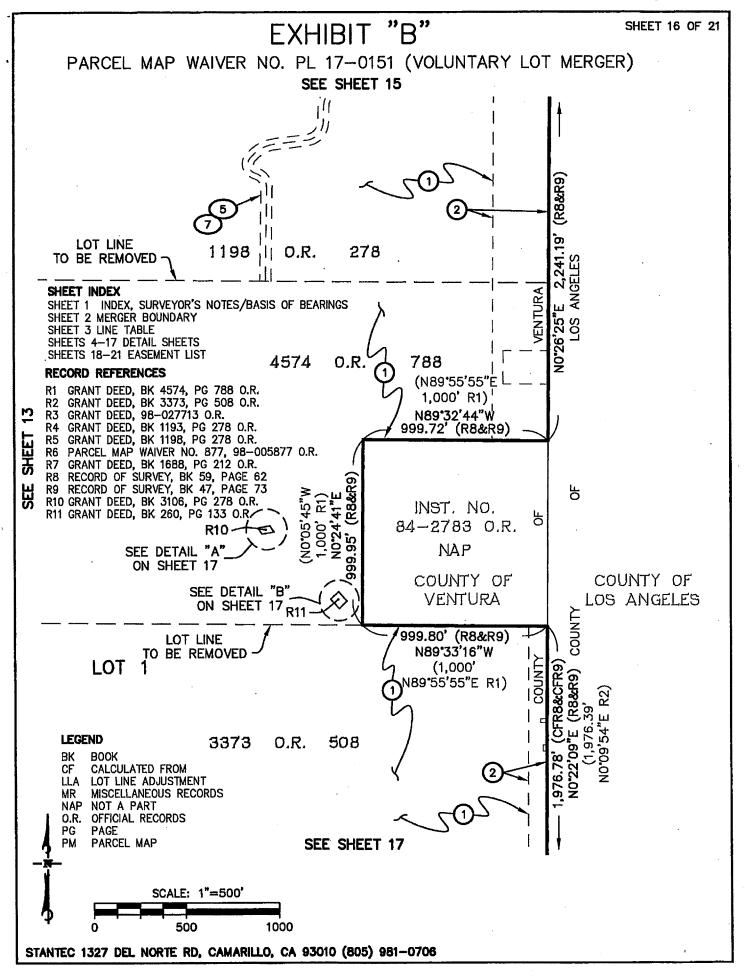
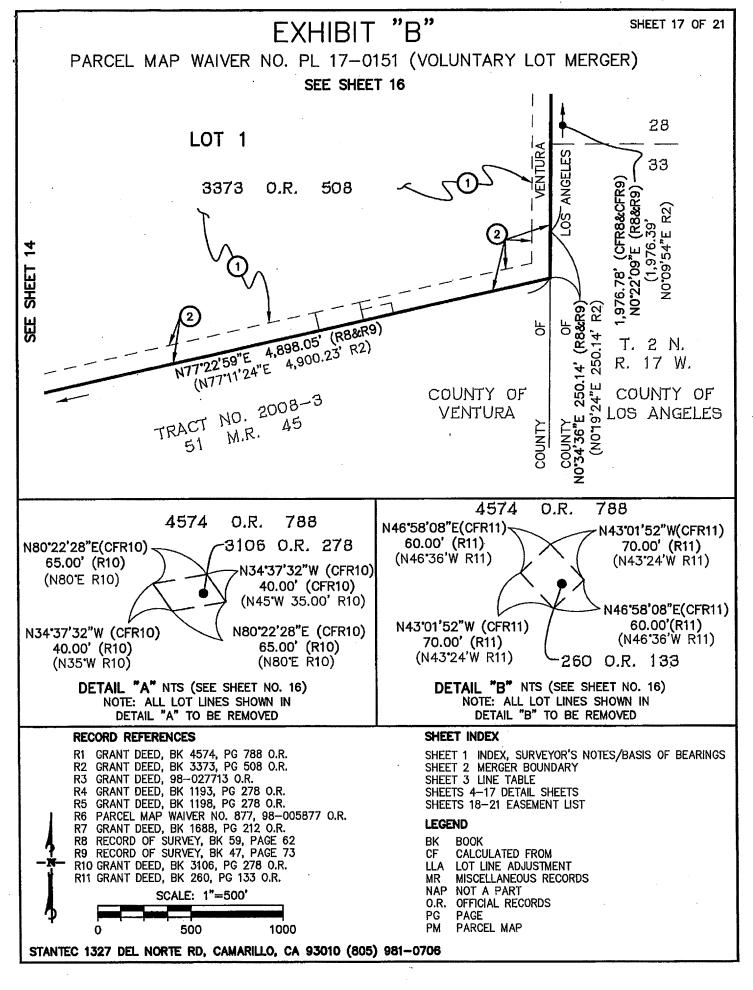


EXHIBIT "B" **SHEET 14 OF 21** PARCEL MAP WAIVER NO. PL 17-0151 (VOLUNTARY LOT MERGER) SEE SHEET 13 LOT 1 3373 O.R. 508 SHEE SEE 4,898.05 (N77-11'24"E 4,900.23' R2) SEE 2,213.96' (R8&R9) N8672'46"E (N86°01'08"E 2,211.33' R2) NO. 2008-3 M.R. TRACT NO. 2008-4 51 M.R. 51 SHEET INDEX RECORD REFERENCES SHEET 1 INDEX, SURVEYOR'S NOTES/BASIS OF BEARINGS R1 GRANT DEED, BK 4574, PG 788 O.R. R2 GRANT DEED, BK 3373, PG 508 O.R. SHEET 2 MERGER BOUNDARY R3 GRANT DEED, 98-027713 O.R. SHEET 3 LINE TABLE R4 GRANT DEED, BK 1193, PG 278 O.R. R5 GRANT DEED, BK 1198, PG 278 O.R. R6 PARCEL MAP WAIVER NO. 877, 98-005877 O.R. SHEETS 4-17 DETAIL SHEETS SHEETS 18-21 EASEMENT LIST **LEGEND** GRANT DEED, BK 1688, PG 212 O.R. R8 RECORD OF SURVEY, BK 59, PAGE 62 R9 RECORD OF SURVEY, BK 47, PAGE 73 BOOK CALCULATED FROM R10 GRANT DEED, BK 3106, PG 278 O.R. R11 GRANT DEED, BK 260, PG 133 O.R. LOT LINE ADJUSTMENT MISCELLANEOUS RECORDS MR NAP NOT A PART SCALE: 1"=500" O.R. OFFICIAL RECORDS PG PAGE PARCEL MAP PM 500 1000 STANTEC 1327 DEL NORTE RD, CAMARILLO, CA 93010 (805) 981-0706







EXHIBIT

SHEET 18 OF 21

PARCEL MAP WAIVER NO. PL 17-0151 (VOLUNTARY LOT MERGER)

INFORMATION PROVIDED BY CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00052583-987, DATED 10/27/2016

- THE RIGHT OF ENTRY AND RIGHT OF WAY OVER PORTIONS OF SAID LAND FOR THE USE OF ANY SYSTEM FOR THE COLLECTION, CONDUCTING AND DISTRIBUTION OF THE WATERS OF THE RANCHO SIMI, WHICH MAY BE ADOPTED BY THE SIMI LAND AND WATER COMPANY OR ITS ASSIGNS, AS RESERVED BY SIMI LAND AND WATER COMPANY, IN DEEDS RECORDED IN (2) BOOK 114, PAGE 207 OF DEEDS AND IN BOOK 31, PAGE 21 OF DEEDS. NOT LOCATABLE FROM RECORD
- AN EASEMENT TO SIMI LAND AND WATER COMPANY FOR ROAD PURPOSES RECORDED JUNE 27, 1890 IN BOOK 31, PAGE 21 (3) OF DEEDS. NOT LOCATABLE FROM RECORD
- AN EASEMENT 20 FEET WIDE ALONG THE EASTERLY LINE OF LAND, AS GRANTED TO H. W. SILVERHALE, ET AL., BY DEED (4) RECORDED SEPTEMBER 2, 1939 IN BOOK 599, PAGE 206 OF OFFICIAL RECORDS
- AN EASEMENT TO UNION OIL COMPANY OF CALIFORNIA FOR PIPELINES RECORDED APRIL 23, 1954 IN BOOK 1198, PAGE 70, (5) OFFICIAL RECORDS; IN BOOK 1296, PAGE 184 OF OFFICIAL RECORDS, APPEARS THE RECORD OF AN INSTRUMENT WHEREIN UNION OIL COMPANY OF CALIFORNIA SELECTED AND ESTABLISHED THE LOCATION OF SAID EASEMENT OVER A STRIP OF LAND 10 FEET WIDE AS THEREIN DESCRIBED
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED DECEMBER 16, 1924 IN BOOK (6) 1252, PAGE 8, OFFICIAL RECORDS
- AN EASEMENT TO THE PACIFIC TELEPHONE & TELEGRAPH COMPANY FOR PUBLIC UTILITIES RECORDED NOVEMBER 18, 1955 (7) IN BOOK 1353, PAGE 426, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED FEBRUARY 14, 1956 IN BOOK (8) 1376, PAGE 499, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED FEBRUARY 14. 1956 IN BOOK (9) 1376, PAGE 511, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED JUNE 18, 1956 IN BOOK 1415, (10) PAGE 419, OFFICIAL RECORDS
- AN EASEMENT TO THE UNITED STATES OF AMERICA FOR ROAD PURPOSES RECORDED DECEMBER 31, 1958 IN BOOK 1688, (11) PAGE 212, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED JANUARY 20, 1961 IN BOOK (12) 1952, PAGE 135, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN COUNTIES GAS COMPANY FOR PUBLIC UTILITIES RECORDED MAY 25, 1961 IN BOOK 2003, (13) PAGE 105, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED NOVEMBER 13, 1963 IN BOOK (14) 2426, PAGE 323, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED NOVEMBER 29, 1963 IN BOOK (15) 2435, PAGE 56, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED JANUARY 20, 1965 IN BOOK (16) 2713, PAGE 468, OFFICIAL RECORDS
- AN EASEMENT TO CALLEGUAS MUNICIPAL WATER DISTRICT FOR A WATER CONDUIT RECORDED JANUARY 23, 1964 IN BOOK (18) 2467. PAGE 517. OFFICIAL RECORDS. DOES NOT AFFECT SUBJECT PROPERTY.
- AN EASEMENT TO SOUTHERN COUNTIES GAS COMPANY FOR PUBLIC UTILITIES RECORDED OCTOBER 24, 1966 IN BOOK 3058, (20) PAGE 483, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN COUNTIES GAS COMPANY FOR PUBLIC UTILITIES RECORDED FEBRUARY 27, 1968 IN BOOK (22) 3268, PAGE 511, OFFICIAL RECORDS

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PARCEL MAP WAIVER NO. PL 17-0151 (VOLUNTARY LOT MERGER)

INFORMATION PROVIDED BY CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00052583-987, DATED 10/27/2016

- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED AUGUST 4, 1969 IN BOOK 3527, PAGE 426, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR WIRES, UNDERGROUND CONDUITS, CABLES, VAULTS, MANHOLES, HANDHOLDS AND INCLUDING ABOVEGROUND ENCLOSURES, MARKERS AND CONCRETE PADS AND OTHER APPURTENANT FIXTURES RECORDED OCTOBER 25, 1972 IN BOOK 4027, PAGE 15, OFFICIAL RECORDS, DOES NOT AFFECT SUBJECT PROPERTY.
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR WIRES, UNDERGROUND CONDUITS, CABLES, VAULTS, MANHOLES, HANDHOLDS AND INCLUDING ABOVEGROUND ENCLOSURES, MARKERS AND CONCRETE PADS AND OTHER APPURTENANT FIXTURES RECORDED DECEMBER 22, 1972 IN BOOK 4052, PAGE 440, OFFICIAL RECORDS. DOES NOT AFFECT SUBJECT PROPERTY.
- OPTION FOR RIGHT OF WAY FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT TO SOUTHERN CALIFORNIA GAS COMPANY, RECORDED DECEMBER 1, 1981 AS DOCUMENT NO. 113832 OF OFFICIAL RECORDS. NOT LOCATABLE FROM RECORD
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED FEBRUARY 25, 1983 AS INSTRUMENT NO. 18713, OFFICIAL RECORDS
- 4LL OF THE COVENANTS, CONDITIONS, RIGHTS, OBLIGATIONS, EASEMENTS AND OPTIONS SET FORTH IN AN INSTRUMENT ENTITLED "AN AGREEMENT REGARDING WAIVER OF INTEREST AND GRANT OF RIGHT OF ACCESS", DATED JULY 7, 1987, EXECUTED BY ROCKWELL INTERNATIONAL CORPORATION, RECORDED JULY 15, 1987, AS DOCUMENT NO. 87—113640 OF OFFICIAL RECORDS.
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED SEPTEMBER 2, 1987 AS INSTRUMENT NO. 87-142996, OFFICIAL RECORDS
- AN EASEMENT TO USA PACIFIC ATLAS, INC. FOR SLOPE, INGRESS AND EGRESS RECORDED MARCH 2, 1989 AS INSTRUMENT NO. 89-34728, OFFICIAL RECORDS. **DOES NOT AFFECT SUBJECT PROPERTY**
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED OCTOBER 2, 1991 AS INSTRUMENT NO. 91-146164, OFFICIAL RECORDS
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "POST-CLOSURE NOTICE", RECORDED APRIL 26, 2002 AS INSTRUMENT NO. 2002-0100928-00, OFFICIAL RECORDS NOT LOCATABLE FROM RECORD

INFORMATION PROVIDED BY CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00052568-987, DATED 2/27/2017

- AN EASEMENT TO SIMI LAND AND WATER COMPANY FOR ROAD PURPOSES RECORDED JUNE 27, 1890 IN BOOK 31, PAGE 21 OF DEEDS. NOT LOCATABLE FROM RECORD
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED 'POST-CLOSURE NOTICE", RECORDED APRIL 26, 2002 AS INSTRUMENT NO. 2002-0100928-00, OFFICIAL RECORDS NOT LOCATABLE FROM RECORD

INFORMATION PROVIDED BY CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00052570-987, DATED 2/27/2017

- AN EASEMENT TO LIMIT DISCHARGE WATERS CONTAINED IN A DEED TO NORTH AMERICAN ROCKWELL CORPORATION, A DELAWARE CORPORATION, RECORDED SEPTEMBER 30, 1968 IN BOOK 3373, PAGE 511, OFFICIAL RECORDS
- AN EASEMENT TO VENTURA COUNTY WATER WORKS DISTRICT NO. 8 FOR WATER PIPELINES RECORDED SEPTEMBER 12, 1969 IN BOOK 3548, PAGE 500, OFFICIAL RECORDS; AMENDED BY A CORRECTION DEED RECORDED JANUARY 18, 1971, IN BOOK 3776, PAGE 672 OF OFFICIAL RECORDS, PARCEL A, AS DESCRIBED IN SAID EASEMENT, IS AMENDED IN ITS ENTIRETY
- AN EASEMENT TO THE COUNTY OF VENTURA, ACTING FOR AND ON BEHALF OF VENTURA COUNTY WATER WORKS DISTRICT NO.8 FOR RESERVOIR AND TANK SITE RECORDED SEPTEMBER 12, 1969 IN BOOK 3548, PAGE 506, OFFICIAL RECORDS

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EXHIBIT "B"

SHEET 20 OF 21

PARCEL MAP WAIVER NO. PL 17-0151 (VOLUNTARY LOT MERGER)

INFORMATION PROVIDED BY CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00052570-987, DATED 2/27/2017

- AN EASEMENT FOR PUBLIC UTILITIES GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 4, 1969 IN BOOK 3527, PAGE 426, OFFICIAL RECORDS, AND AMENDED TO GRANT OF EASEMENT BY AND BETWEEN SOUTH CALIFORNIA EDISON COMPANY AND BOEING NORTH AMERICAN, INC., RECORDED MAY 27, 2011, AS INSTRUMENT NO. 20110527-00081134-0 OF OFFICIAL RECORDS.
- AN EASEMENT FOR ACCESS GRANTED TO VENTURA COUNTY WATER WORKS DISTRICT NO. 17 RECORDED 7 JANUARY 24, 1989 AS INSTRUMENT NO. 89-11947 OF OFFICIAL RECORDS.
- A MATTER FOR RESTRICTED USE OF PORTION OF LAND RECORDED APRIL 19, 2002 AS INSTRUMENT NO. 9 2002-0100928-00 OF OFFICIAL RECORDS.

INFORMATION PROVIDED BY CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00052585-987, DATED 2/27/2017

- AN EASEMENT TO SIMI LAND AND WATER COMPANY FOR ROAD PURPOSES RECORDED JUNE 27, 1890 IN BOOK 31, PAGE 21 〔2〕 OF DEEDS. NOT LOCATABLE FROM RECORD
- AN EASEMENT TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR POLE LINES RECORDED JANUARY 25, 1949 IN (3) BOOK 855, PAGE 535 OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR POLE LINES RECORDED JANUARY 18, 1952 IN BOOK 1044, 4 PAGE 315, OFFICIAL RECORDS
- AN EASEMENT TO IDA M. DUNDAS FOR ROAD PURPOSES RECORDED APRIL 27, 1954 IN BOOK 1198, PAGE 278, OFFICIAL RECORDS; THE PROPERTY AFFECTED BY SAID EASEMENT WAS AMENDED BY AN AGREEMENT DATED MAY 25, 1956, BY AND BETWEEN IDA M. DUNDAS AND NORTH AMERICAN AVIATION, INC., RECORDED JUNE 4, 1956, IN BOOK 1411, PAGE 408 OF OFFICIAL RECORDS
- AN EASEMENT TO IDA M. DUNDAS FOR ROAD PURPOSES RECORDED APRIL 27, 1954 IN BOOK 1198, PAGE 321, OFFICIAL 7 RECORDS.
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED DECEMBER 16, 1954 IN BOOK 8 1252, PAGE 8, OFFICIAL RECORDS
- AN EASEMENT TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR PUBLIC UTILITIES RECORDED NOVEMBER 18, 1955 (9) IN BOOK 1353, PAGE 426, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED IN BOOK 1376, PAGE 499, (10) OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL SUBSTATION RECORDED IN BOOK 1376, PAGE [12] 511, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED IN BOOK 1415, PAGE 419, [14] OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED DECEMBER 21, 1956 IN BOOK (16) 1469, PAGE 107, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED APRIL 23, 1958 IN BOOK 1610, (17) PAGE 89. OFFICIAL RECORDS. DOES NOT AFFECT SUBJECT PROPERTY
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED APRIL 23, 1958 IN BOOK 1610, (18) PAGE 90, OFFICIAL RECORDS
- AN EASEMENT TO THE UNITED STATES OF AMERICA FOR ROAD, PIPE LINES, ELECTRIC TRANSMISSION LINES RECORDED DECEMBER 31, 1958 IN BOOK 1688, PAGE 212, OFFICIAL RECORDS

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PARCEL MAP WAIVER NO. PL 17-0151 (VOLUNTARY LOT MERGER)

INFORMATION PROVIDED BY CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00052585-987, DATED 2/27/2017

- 20 AN EASEMENT TO THE UNITED STATES OF AMERICA FOR ROAD, PIPE LINES, ELECTRIC TRANSMISSION LINES RECORDED DECEMBER 31, 1958 IN BOOK 1688, PAGE 246, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN COUNTIES GAS COMPANY FOR PUBLIC UTILITIES RECORDED MAY 25, 1961 IN BOOK 2003, PAGE 105, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED NOVEMBER 29, 1963 IN BOOK 2435, PAGE 56, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR A SUBSTATION SITE RECORDED JANUARY 20, 1965 IN BOOK 2713, PAGE 468, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR GAS PIPES RECORDED OCTOBER 24, 1966 IN BOOK 3058, PAGE 483, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR GAS PIPES RECORDED FEBRUARY 27, 1968 IN BOOK 3268, PAGE 511, OFFICIAL RECORDS
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED AUGUST 4, 1969 IN BOOK 3527, PAGE 426, OFFICIAL RECORDS
- AN EASEMENT TO VENTURA COUNTY WATER WORKS DISTRICT NO. 8 FOR WATER PIPELINES RECORDED SEPTEMBER 12, 1969 IN BOOK 3548, PAGE 500, OFFICIAL RECORDS; AMENDED BY A CORRECTION DEED RECORDED JANUARY 18, 1971, IN BOOK 3776, PAGE 672 OF OFFICIAL RECORDS, PARCEL A, AS DESCRIBED IN SAID EASEMENT, IS AMENDED IN ITS ENTIRETY
- AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED FEBRUARY 27, 1981 AS INSTRUMENT NO: 81-18735, OFFICIAL RECORDS
- A POST-CLOSURE NOTICE EXECUTED BY THE BOEING COMPANY, A DELAWARE CORPORATION, AND RECORDED APRIL 25, 2002 AS INSTRUMENT 2002-0100928-00, OFFICIAL RECORDS

INFORMATION PROVIDED BY CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00091863-987, DATED 5/30/2018

- (1) CONSERVATION EASEMENT, RECORDED APRIL 24, 2017 AS INSTRUMENT NO. 20170424-00053180-0, OFFICIAL RECORDS
- (2) CONSERVATION EASEMENT, RECORDED NOVEMBER 17, 2017 AS INSTRUMENT NO. 20171117-00149829-0, OFFICIAL RECORDS

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Owner's Certificate

PARCEL MAP WAIVER NUMBER:

parcel map waiver, the only p	fies to be the owner(s) of the real property include erson(s) whose consent is necessary to pass title d recordation of this parcel map waiver.	d within the boundaries of the to said real property, and that
(Signature)	Mar le Souli	
(Typed or Printed Name)	Marc A-Poulin	
(Signature) _		
(Typed or Printed Name)		
(Signature)	,	
	· · · · · · · · · · · · · · · · · · ·	
(Typed or Printed Name)	•	
A notary public or other office	r completing this certificate verifies only the identity of t ificate is attached, and not the truthfulness, accuracy, or	he individual who signed the
	ALL-PURPOSE ACKNOWLEDGEMENT	
State of Californi	OI .	CAPACITY CLAIMED BY SIGNER
County of Ovalage	Though statute does not require Notary to fill in the data below, doing so may prove invaluable to persons relying on the	
on Dec. 4, 17 before me,	Sanital Shubash	document,
personally appeared <u>Marc</u>		INDIVIDUAL CORPORATE OFFICER(S)
who proved to me on the basis of sa whose name(s) is/are subscribed to	atisfactory evidence to be the person(s) the within instrument and acknowledged to	OOM ONTE OF HOLINGS
me that he/she/they executed the sa and that by his/her/their signatures(TITLES	
entity upon behalf of which the pers	on(s) acted, executed the instrument.	PARTNERS LIMITED
I certify under PENALTY OF PERJU	JRY under the laws of the State of California	☐ GENERAL
that the foregoing paragraph is true	and correct.	ATTORNEY-IN-FACT
Witness my hand and official seal.	SAMIRA M. SHUBASH	TRUSTEE(S)
	Notary Public - California	☐ GUARDIAN
- The state of the	Orange County My Comm. Expires Aug 20, 2019	CONSERVATOR
SIGNATURE OF NOTARY		U OTHER
	OPTIONAL SECTION	SIGNER IS REPRESENTING: NAME OF PERSONS(S) OR ENTITY(IES)
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT	Title or Type of Document Wners Cert	
DESCRIBED AT RIGHT; Though the data requested here is not required by law, it could prevent fraudulent realtachment of this form,	Number of PagesDate of Document 12.4.17 Signer(s) Other than Named Above	

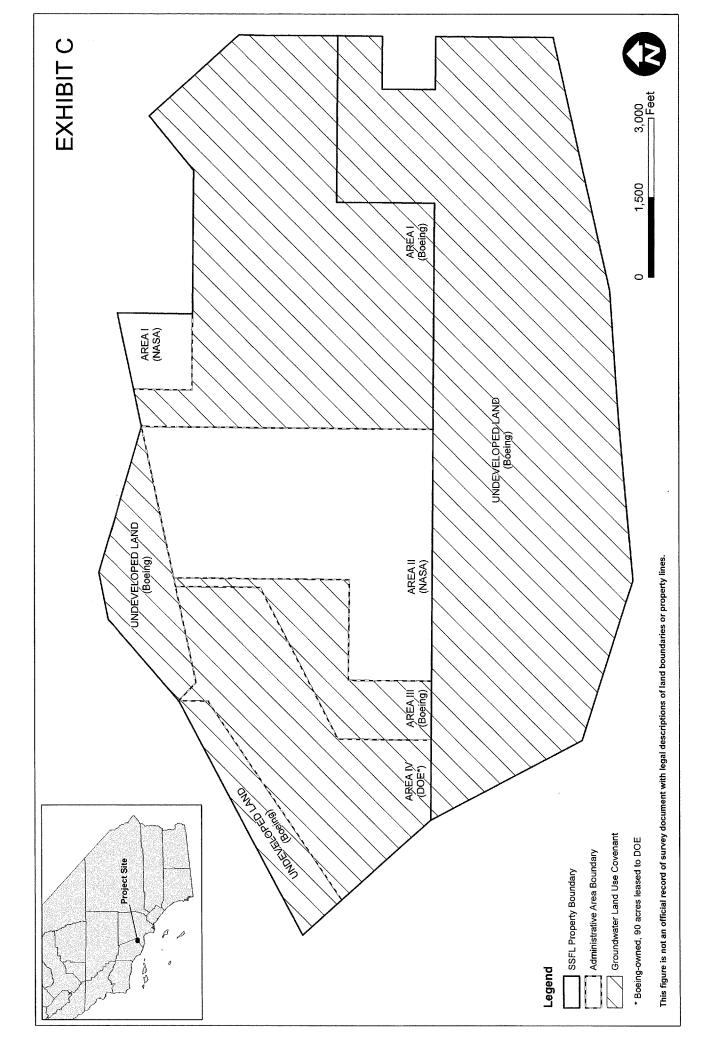


EXHIBIT D LAND USE COVENANT ANNUAL INSPECTION REPORT

Site	e name:
Site	e address:
Cui	rrent Site owner:
Da	te and times of inspection:
Na	me(s) of individual(s) who performed inspection:
Но	w inspection observations were made (e.g. drive-by, fly-over, walking the Property):
1.	Since the last annual inspection, has there been a change in the land use, such that there are now residences, a hospital for humans, a public or private school for persons under 21 years of age, or a day care center for children on the restricted Property? ☐ Yes ☐ No ☐ Not an applicable restriction
2.	Since the last annual inspection, has soil been disturbed below a depth of [X] feet on the restricted Property? Was evidence of soil disturbance observed on the restricted Property during the inspection? Yes □ No □ Not an applicable restriction
3.	Since the last annual inspection, has there been any drilling on the restricted Property? Was evidence of drilling observed on the restricted Property during the inspection? □ Yes □ No □ Not an applicable restriction
<u>Ca</u>	p Condition
4.	Since the last annual inspection, has there been any damage to, disturbance of, or modifications to the existing building foundation and/or surrounding pavement that serves as the cap over contaminated soil? Yes □ No
5.	Has there been any damage to, disturbance of, or modifications to the asphalt/concrete Cap covering the restricted Property? ☐ Yes ☐ No
<u>Laı</u>	nd Use Covenant Compliance
6.	Has there been a change in the land use of the property from [SPECIFY USE]? ☐ Yes ☐ No

If the response to any of the above questions is yes, describe the circumstances.

EXHIBIT D

Photos should be attached to this report that show the use of the Restricted Property at the time of the inspection and the condition of any Caps on the restricted Property. Photos showing any cracks in or damage to the Cap should also be included.

I certify under penalty of law that this document and all attachments were prepared by me or under my direction or supervision. With the exception of any areas of non-compliance noted above, all uses and activities on the restricted Property were found to be in compliance with the restrictions and requirements of the Land Use Covenant. Based on my personal knowledge or inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

Signature of Property Owner or Representative	Date	
Print Name	Title	